

2011

**Seasonal Dockage Agreement
Baker's Marina on the Bay**

Note: Please complete and correct all information; initial each page and sign last page and return contract and check to address below.

This Agreement is between Baker's Marina on the Bay, 1 Marina Court, Highlands, NJ 07732 "Lessor", and

_____ (Lessee)
Legally residing at _____
Telephone numbers Home: _____
Work: _____
Cell _____
Emergency Number: _____ **EMAIL** _____

Vessel Information

Boat Name: _____
Slip No.: _____
Boat Manufacturer _____
Model: _____
Year: _____
Length including any pulpits, swim platforms, brackets, etc: _____
Beam: _____
NJ Registration# or USCG Doc#: _____

The Parties agree to the following:

Check each item you wish to utilize	Total Charge	Deposit Due				
<input type="checkbox"/> Summer Wet- The lessor agrees to lease slip # _____ to the lessee for summer wet storage from April 1 st 2011 to November 30 th 2011 at a base rental fee of <u>\$120.00</u> per foot for A, B, C, D docks (\$145.00 per foot for E dock) ½ to be paid on or before September 30 th 2010 the balance is due on or before April 1 st 2011. Subject to availability (first come, first served).						
<input type="checkbox"/> Winter Dry – The lessor agrees to dry store vessel from November 1 st 2010 to April 30 th 2011 for \$35.00 per foot, \$50 for vessels over 35', total charge is \$ _____ plus 7% NJ sales tax, including haul-out, power wash bottom, block and spring launch. No electric service provided. The entire payment for winter dry is October 15, 2010. Subject to availability. Please check your desired Spring launch preference: <table border="1" data-bbox="191 1472 886 1520"> <tr> <td data-bbox="191 1472 337 1520">April 1-7</td> <td data-bbox="337 1472 537 1520">April 8-15</td> <td data-bbox="537 1472 695 1520">April 16-23</td> <td data-bbox="695 1472 886 1520">April 24 – May 1</td> </tr> </table> Any boat not ready for chosen launch period will incur any applicable moving and storage charges.	April 1-7	April 8-15	April 16-23	April 24 – May 1		
April 1-7	April 8-15	April 16-23	April 24 – May 1			
<input type="checkbox"/> Winter Wet- The lessor agrees to store vessel in water from November 1 st 2010 to March 30 th 2011 for \$35.00 per foot. The entire amount is due on October 15, 2010 and vessel must vacate slip on or before March 30 th 2011. (No electric other than battery charger permitted).						

TOTAL

--	--

**Please make all checks payable to
Baker's Marina on the Bay,
1 Marina Bay Court, Highlands, NJ 07732**

If you have any questions please call our office at (732) 872-9300 during regular office hours.

1. This contract shall not be valid or binding upon lessor until the amounts of money entered on this contract are paid in full. Acceptance of any deposit by the lessor does not constitute any agreement between lessor and lessees, and in no way obligates or binds the lessor. Deposits and refunds of same are governed by the sole discretion of Baker's Marina on the Bay.
2. The lessor shall make available fresh water and electric during the summer season. Operation of air conditioning or heating units will incur an additional charge. Only marine battery chargers may be used in the Marina. Non-marine chargers are not permitted under any circumstances.
3. Telephone service shall be by private individual lines only. The lessee is obligated to make application for individual service through the Telephone Company and be billed directly for the service. Any work in the marina must first be approved by Baker's Marina on the Bay.
4. It is understood and agreed that the lessee's use of the boat slip or dry storage space is at his/her risk and the lessor shall not be held responsible for fire, theft, windstorm, snow, ice, or damage from any perils whatsoever. It is expressly understood and made a specific provision that the lessor's liability is strictly limited to what is spelled out herein. Baker's Marina on the Bay reserves the right to make a reasonable charge for any service it performs or equipment it furnishes to provide security of the foregoing boat in its sole discretion regardless of whether the lessee requested it or not. Lessee shall carry adequate hull insurance and shall furnish a copy of said insurance for his/her boat to Baker's Marina on the Bay, said insurance must be satisfactory to Baker's Marina on the Bay and shall be non-cancelable except upon 30 days prior written notice to the lessor. Failure to furnish such certificate of insurance within 10 days after the lessor's request shall at the lessor's option be deemed material default.
5. Fires anywhere within the marina are strictly prohibited.
6. Any cooking on deck by any means or methods is prohibited and shall be construed as a material breach of this contract. Cooking is permitted only on or in a device fully installed for that purpose on a boat galley.
7. It is understood that in case of national emergency determined by the United States or governing state authorities that Baker's Marina on the Bay will not be liable and that no refunds will be forthcoming.
8. The lessee does hereby covenant that he/she will keep and save harmless the lessor from any all liability from anything arising from or out of loss or damage from any fault or negligence by the lessee or from any subcontractor engaged by the lessor for hire or otherwise; or failure on his/her part to comply with any condition, covenant, or obligation contained in this lease or whether such loss or damage contained herein to be performed by said lessor or subcontractor.
9. The lessee shall at all times provide adequate boat lines, blocks and other mooring equipment to secure his vessel in the manner approved and/or prescribed by Baker's Marina on the Bay. The lessee shall safeguard his vessel as well as other boats and installations in the marina against any eventuality.
10. The lessee hereby agrees to abide without qualification, by all rules and regulation instituted by the lessor, which may from time to time be changed or supplemented. It is agreed and understood that the lessee as well as all persons aboard his boat, including guests, shall comply with all state, federal and local laws relating to safety, sanitation, recycling, and good conduct. NJ environmental protection rules prohibit the disposal of fish carcasses in to the marina. Fish carcasses must be disposed of by the lessee and may not be discarded in marina dumpsters. Painting and sanding vessel bottoms by owners is permitted only with prior approval of Baker's Marina on the Bay and when done in accordance with all environmental laws and marina regulations.

Initial _____

11. Observance of posted recycling and garbage rules is mandatory. The dock master will assess additional charges if individual violations of these rules occur. Failure to observe recycling rules will be considered a breach of this agreement by the lessee.
12. The lessee shall be responsible for any loss or damage caused to Baker's Marina on the Bay facilities (docks and slips) as well as land based facilities, by the negligence of the lessee or by a guest of the lessee.
13. The lessee cannot sublet, loan, give, or in any way transfer any right or privileges contained in this document.
14. The lessee agrees to respond promptly to Baker's Marina on the Bay's call in the event of an emergency.
15. It is the lessee's responsibility to prepare for storms and make all preparations for his vessel during a storm. Baker's Marina on the Bay assumes no responsibility whatsoever for tending, watching or for the general condition of the lessee's vessel during a storm. It is the boat owner's sole responsibility to maintain his boat during a storm. Lessee is solely and completely responsible for any damage to his boat, for any damage the lessee's boat causes to any other boat in the marina, and for any damage the lessee's boat may cause marina facilities. Upon request of Baker's Marina on the Bay, Lessee will remove his boat from the marina prior to storm conditions.
16. The lessor reserves the right to use any slip when not occupied by the lessee for transient vessels.
17. Slips are not assignable, whether through change of ownership or otherwise. Slip rental is forfeited if the boat is sold.
18. Storage of boat trailers is the discretion of Baker's Marina on the Bay. If trailers are stored there will be a charge.
19. The lessee understands that he is obligated to remove his boat from the marina on the expiration date of the dockage or storage agreement which date is on the first page of this agreement. Boats left in the marina will be charged on a daily basis by Baker's Marina on the Bay, at the rate of one dollar per foot per day minimum. The lessee will pay all charges before his/her boat leaves Baker's Marina on the Bay. In the event the lessee leaves prior to payment in full to Baker's Marina on the Bay, the lessor will have a lien on lessee and his/her vessel.
20. Dock boxes are allowed, however, Baker's Marina on the Bay must approve them. If they are not approved they will be removed and the lessee will be charged for the removal. In no event can a dock box extend past the piles obstructing the walkway.
21. Any signage or other promotional material displayed on marina property must have prior approval of Baker's Marina on the Bay, at the request of marina all such signage must be removed.
22. Lessee has the first option to renew lease for the following season. Baker's Marina on the Bay must have a signed contract and 50% deposit by September 30th of this year to guarantee a slip for the following season.

Initial _____

23. Baker's Marina on the Bay does not permit live-aboard.
24. If the authorities are called to Baker's Marina on the Bay for disturbances of any kind (noise, disorderly conduct, fire, etc.) those involved will forfeit any deposit and/or slip fee and must leave the marina at once, either by hauling out or by sea.
25. This agreement may only be changed by written addendum, signed by both parties.
26. The lessor is under no obligation to comply with requested change in this agreement.
27. The lessee agrees that if any default be made by him/her in performance of any covenant of this agreement, or should lessee fail to comply with the applicable rules and regulations set forth by the lessor, the contract shall be invalidated and terminated, and the lessee and the boat removed from the Marina.
28. In declaring the agreement breached by the lessee and terminated, the lessor shall resume full possession of the slip and all money shall be forfeited without any recourse by the lessee.
29. The covenants and conditions herein contained shall apply to and bind the heirs, executors, assigns and legal representatives to the parties hereto.
30. Subcontractors may not perform any work on marina premises with out prior written approval of Baker's Marina on the Bay. All subcontractors must provide Baker's Marina on the Bay with certificate of insurance and indemnify and hold harmless Baker's Marina on the Bay from any actions resulting from subcontractor's activities.

After carefully reading this agreement, the lessee shall affix his legal signature below where it says "lessee". In thus executing this agreement, the lessee is signifying full acceptance of the term and conditions of the seasonal dockage agreement lease.

Lessee
Printed Name: _____

Signature: _____ **Date** _____

Lessee
Printed Name: _____

Signature: _____ **Date** _____

Lessor
Marina Manager: Tom Morford _____

Signature: _____ **Date** _____

Initial _____